

HONORABLE BENJAMIN H. SETTLE

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

ANTHONY FLAAEN,

Plaintiff,

v.

MCLANE COMPANY, INC. AND  
PRINCIPAL LIFE INSURANCE  
COMPANY, INC.

Defendants.

Case No. 3:15-cv-05899-BHS

DECLARATION OF CHRIS ROY IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR PARTIAL SUMMARY JUDGMENT  
RE: DE NOVO STANDARD OF REVIEW

I, Chris Roy, declare:

1. I am an attorney at law licensed to practice before the Courts of the State of Washington and before USDC Western District of Washington. I represent the Plaintiff, Mr. Anthony Flaaen ("Flaaen") in this matter. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this declaration in support of Plaintiff's Motion for Partial Judgment Re: *De Novo* Standard of Review.

1           3.       Attached hereto as Exhibit A is a true and correct copy of McLane  
2 Company Inc.'s long-term disability plan, titled Group Policy for: McLane Company,  
3 Inc. – All Hourly/Driver Teammates Group Long Term Disability Insurance (Effective  
4 Date: 1/1/2006) ("Plan").

5           4.       Attached hereto as Exhibit B is a true and correct copy of Flaaen's  
6 application to participate in the Plan.  
7

8           5.       Attached hereto as Exhibit C is a true and correct copy of the Plan's  
9 summary plan descriptions ("SPD"), titled Group Booklet-Certificate for Members of:  
10 McLane Company, Inc. – All Hourly/Driver Teammates Group Long Term Disability  
11 Insurance (Effective Date: 1/1/2006) ("Certificate").  
12

13           6.       My client, Anthony Flaaen, is, and at all times material to this action been,  
14 a resident of Washington State. He resides in Tacoma, Washington.

15 **I declare under penalty of perjury that the foregoing is true and correct.**  
16

17  
18 Executed this 22<sup>nd</sup> day of June, 2016, in Portland, Oregon.  
19

20                               /s/ Chris Roy

21 Chris Roy, WSB # 29070

22 Roy Law

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chris@roylawpdx.com  
25  
26



H25974

**GROUP POLICY FOR:**

**McLane Company, Inc.**

**ALL HOURLY/DRIVERTEAMMATES  
Group Long Term Disability Insurance**

**Effective Date 1/1/2006**

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**STATE NOTICE**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Principal Life Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-245-1522**

You may also write to Principal Life Insurance Company at:

Principal Life Insurance Company  
Attn: Group Life and Health Division  
711 High Street  
Des Moines, Iowa 50392-0001

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Principal Life Insurance Company para informacion o para someter una queja al:

**1-800-245-1522**

Usted tambien puede escribir a Principal Life Insurance Company:

Principal Life Insurance Company  
Attn: Group Life and Health Division  
711 High Street  
Des Moines, Iowa 50392-0001

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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**PRINCIPAL LIFE INSURANCE COMPANY**  
**(called The Principal in this Group Policy)**  
**Des Moines, Iowa 50392-0001**

This group insurance policy is issued to:

\_\_\_\_\_  
McLane Company, Inc.  
(called the Policyholder in this Group Policy)

The Date of Issue is January 1, 2006.

In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

**LONG TERM DISABILITY INSURANCE**

subject to the terms and conditions described in this Group Policy.

  
Senior Vice President and Corporate Secretary

  
President and Chief Executive Officer

**THIS GROUP POLICY IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. A PARTICIPATING EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PARTICIPATING UNDER THIS GROUP POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

GROUP POLICY NO. GLT H25974  
NON-PARTICIPATING  
CONTRACT STATE OF ISSUE: TEXAS

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**PART IA - LONG TERM DISABILITY INSURANCE SUMMARY**

Minimum Hours Requirement	Hourly/Driver Teammates must be working at least 30 hours a week	
Member Contribution	Members are required to contribute the entire premium for their insurance under this Group Policy	
Elimination Period	180 days	
Own Occupation Period	One year	
Monthly Benefit	60% of the Member's Predisability Earnings to \$5,000.	
Minimum Monthly Benefit	The greater of 10% of the Member's Primary Monthly Benefit or \$100	
<b>Plan Type</b>	<b>Member's Age on The Date Disability Begins</b>	<b>Months of the Benefit Payment Period</b>
Plan 1 2 Year Maximum Benefit Payment Period	Before age 69  69 and over	lesser of 2 Years or to Age 70  12 months
Plan 2 5 Year Maximum Benefit Payment Period	Before age 62  62 63 64 65 66 67 68 69 and over	lesser of 5 Years or to Age 65 42 months 36 months 30 months 24 months 21 months 18 months 15 months 12 months

Plan 3		
Social Security Normal Retirement Age		
Maximum Benefit Payment Period	Before age 65	greater of 36 Months or to Social Security Normal Retirement Age
	65-67	24 months
	68-69	18 months
	70-71	15 months
	72 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Rehabilitation Incentive Benefit	5%	
Reasonable Accommodation Benefit	\$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	six times Primary Monthly Benefit	
<b>NOTE:</b>		
No premiums are required during a Long Term Disability Benefit Payment Period.		
Benefits may be reduced by other sources of income and disability earnings.		
Some disabilities may not be covered or may be limited under this insurance.		

This summary provides only highlights of this Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.

## **PART I - DEFINITIONS**

When used in this Group Policy, the terms listed below will mean:

### **Active Work; Actively at Work**

A Member will be considered Actively at Work if he or she is able and available for active performance of all of his or her regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Member is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

### **Benefit Payment Period**

The period of time during which benefits are payable.

### **Current Earnings**

A Member's Monthly Earnings for each month that he or she is Disabled. While Disabled, a Member's Monthly Earnings may result from working for the Policyholder or a Participating Unit or any other employer.

### **Date of Issue**

The date this Group Policy is placed in force: January 1, 2006

### **Dependent**

Any person who qualifies for benefits as a dependent under the Federal Social Security Act as a result of the Member's Disability or retirement, whether or not residing in the Member's home.

### **Disability; Disabled**

A Member will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Member cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.
- b. The Member is performing the duties of his or her Own Occupation on a Modified Basis or any occupation and is unable to earn more than 80% of his or her Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Member cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which he or she is or may reasonably become qualified based on education, training, or experience.
- b. The Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than 60% of his or her Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

### **Elimination Period**

The period of time a Member must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Member is Disabled and must be satisfied for each period of Disability. A Member who is in the process of satisfying the Elimination Period may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require the Member to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period.

### **Gainful Occupation**

Employment in which the Member could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.

### **Generally Accepted**

Treatment, service, or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and
- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

### **Group Policy**

The policy of group insurance issued to the Policyholder by The Principal which describes benefits and provisions for insured Members.

### **Hospital**

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

### **Income Loss Percentage**

A Member's Income Loss Percentage is equal to:

- a. the Member's Indexed Predisability Earnings less any Current Earnings from the Member's Own Occupation or any occupation; divided by
- b. the Member's Indexed Predisability Earnings.

### **Indexed Predisability Earnings**

A Member's Predisability Earnings adjusted for increases in the Consumer Price Index.

### **Insurance Month**

Calendar month.

### **Maximum Monthly Benefit**

\$5,000

### **Member**

Any HOURLY/DRIVER TEAMMATE who is a full-time employee of the Policyholder or a Participating Unit and who regularly works at least 30 hours a week. Work must be at the Policyholder's or a Participating Unit's usual place or places of business, at an alternative worksite at the direction of the Policyholder or a Participating Unit, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder or a Participating Unit on a seasonal, temporary, contracted, or part-time basis.

### **Mental Health Condition**

Any condition which is:

- a. manifested by a psychiatric disturbance including, but not limited to, a biologically or chemically based disorder; and
- b. categorized in the current edition of the American Psychiatric Associations Diagnostic and Statistical Manual of Mental Disorders.



Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

**Modified Basis**

A Member will be considered working on a Modified Basis if he or she is working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

**Monthly Earnings (Applicable to Drivers)**

Monthly Earnings means the Member's gross monthly income averaged over the lesser of:

- a. the prior year's 52 weeks or rolling 12 weeks as determined by the Policyholder's payroll policy;
- b. the number of weeks that the Member has been a driver, if the Member has been a driver for less than 12 or 52 weeks.

**Monthly Earnings (Applicable to All Other Members)**

On any date, a Member's basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder or a Participating Unit. Basic wage does not include commissions, bonuses, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

**Other Income Sources (Deductible)**

- a. All disability payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. for a Member who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made)

under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

- c. for a Member who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Member and the Member's Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that the Member receives from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that the Member receives (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder or a Participating Unit pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that the Member receives or is eligible to receive under another group disability insurance policy; and
- g. all payments for the month that the Member receives under any state disability plan; and
- h. all severance pay for the month that the Member receives from the Policyholder or a Participating Unit; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Member receives under a pension plan sponsored by the Policyholder or a Participating Unit. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for Member. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and
- j. all payments for the month that the Member receives for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted.

#### **Other Income Sources (Non Deductible)**

- a. If any severance pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

- b. Any retirement payments the Member receives under the Federal Social Security Act or a pension plan which he or she had been receiving in addition to his or her Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.
- c. Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.
- d. After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.
- e. Withdrawal of pension plan benefits by a Member for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless the Member withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

#### **Own Occupation**

The occupation the Member is routinely performing for the Policyholder or a Participating Unit when his or her Disability begins as performed in the national economy.

#### **Own Occupation Period**

The first one year(s) of the Benefit Payment Period.

#### **Participating Unit**

Any entity meeting the requirements outlined in PART II and PART V of this Group Policy.

#### **Physician**

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under this Group Policy.

The term Physician does not include the Member, an employee of the Member, a business or professional partner or associate of the Member, any person who has a financial affiliation or business interest with the Member, anyone related to the Member by blood or marriage, or anyone living in the Member's household.

#### **Policy Anniversary**

January 1, 2007, and the same day of each year.

#### **Policyholder**

The entity to whom this Group Policy is issued (see Title Page). The Policyholder is the agent of the Member for transactions related to this insurance. The actions of the Policyholder will not be considered actions of The Principal.

**Predisability Earnings**

A Member's Monthly Earnings in effect prior to the date Disability begins.

**Primary Monthly Benefit**

60% of the Member's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

**Prior Plan**

The Group Long Term Disability coverage of either:

- a. the Policyholder or a Participating Unit; or
- b. a business entity which has been obtained by the Policyholder or a Participating Unit through a merger or acquisition;

for which this Group Policy is a replacement.

**Proof of Good Health**

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided in a form satisfactory to The Principal.

**Reasonable Accommodation**

Changes in a Member's work environment or in the way a job is performed which allows the Member to perform the essential functions of that job.

**Regular and Appropriate Care**

A Member will be considered to be receiving Regular and Appropriate Care if he or she:

- a. is evaluated in person by a Physician; and
- b. receives treatment appropriate for the condition causing the Disability; and
- c. undergoes evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability; and
- d. undergoes evaluations and treatment at a frequency intended to return the Member to full-time work; and

- e. pursues reasonable treatment options or recommendations to achieve maximum medical improvement.

The Principal may require the Member to have his or her Physician provide a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to The Principal.

The Principal may waive, in Writing to the Member, the Regular and Appropriate Care requirement if it is determined that continued care would be of no benefit to the Member.

### **Signed or Signature**

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by The Principal.

### **Social Security Normal Retirement Age (SSNRA)**

Social Security Normal Retirement Age as defined by the Social Security Administration on the date Disabled.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

### **Special Condition**

Special Condition means:

- a. thoracic outlet syndrome; and
- b. headaches (including, but not limited to functional, migraine, organic, sinus, and tension); and
- c. chronic fatigue syndrome; and
- d. fibromyalgia; and

- e. temporomandibular joint (TMJ); and
- f. cumulative trauma disorder, overuse syndrome, or repetitive stress disorder including carpal tunnel syndrome and ulnar tunnel syndrome; and
- g. environmental allergies and Multiple Chemical Sensitivity (MCS).

#### **Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

#### **Written or Writing**

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

## **PART II - POLICY ADMINISTRATION**

### **Section A**

#### **Contract**

##### **Article 1 - Entire Contract**

This Group Policy, the current Certificate, the attached Policyholder application, and any Member applications make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

##### **Article 2 - Policy Changes**

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in Writing and Signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.
- c. By Written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

##### **Article 3 - Policyholder and Participating Unit(s) Eligibility Requirements**

To be an eligible group and to remain an eligible group, the Policyholder and Participating

## **PART II - POLICY ADMINISTRATION**

Unit(s) must:

- a. be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and
- b. maintain the following participation percentages with respect to eligible Members, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
  - (1) 100% if the Member is to contribute no part of the premium; or
  - (2) 62 % if the Member is to contribute part or all of the premium; and
  - (3) have three or more insured employees.

#### **Article 4 - Policy Incontestability**

In the absence of fraud, after this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

#### **Article 5 - Individual Incontestability and Eligibility**

All statements made by any individual insured under this Group Policy will be representations and not warranties.

In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- a. the insurance has been in force for less than two years during the insured's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy. In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

The Principal may at any time terminate a Member's eligibility under this Group Policy in Writing and with 31-day notice:

- a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. upon finding in a civil or criminal case that a Member has submitted claims that contain

### **PART II - POLICY ADMINISTRATION**



false or fraudulent elements under state or federal law;

- c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

#### **Article 6 - Information to be Furnished**

The Policyholder must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder and Participating Unit records which relate to this Group Policy.

#### **Article 7 - Certificates**

The Principal will give the Policyholder individual Certificates for delivery to insured Members. The delivery of such Certificates will be in either paper or electronic format. The individual Certificates will be evidence of insurance and will describe the basic features of the benefit plan. They will not be considered a part of this Group Policy.

#### **Article 8 - Workers' Compensation Insurance Not Replaced**

This Group Policy is not in place of and does not affect nor fulfill the requirements for Workers' Compensation Insurance.

#### **Article 9 - Policy Interpretation**

The Principal has complete discretion to construe or interpret the provisions of this group insurance policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding, and final as between The Principal and persons covered by this Group Policy, subject to the Claims Procedures in PART IV, Section Q of this Group Policy.

#### **Article 10 - Electronic Transactions**

Any transaction relating to this Group Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law.

### **PART II - POLICY ADMINISTRATION**

Any notice required by the provisions of this Group Policy given by electronic means will have the same force and effect as notice given in writing.

**PART II - POLICY ADMINISTRATION**

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## **Section B**

### **Premiums**

#### **Article 1 - Payment Responsibility; Due Dates; Grace Period**

The Policyholder is responsible for payment of all premium due while this Group Policy is in force. Payments must be sent to the designated payment center for The Principal in Des Moines, Iowa.

The first premium is due on the Date of Issue of this Group Policy. Each premium thereafter will be due on the first of each Insurance Month. Except for the first premium, a Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in this PART II, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

#### **Article 2 - Premium Rates**

The premium rate will be 0.45% of covered Monthly Earnings for each Member insured for Long Term Disability Insurance.

#### **Article 3 - Premium Rate Changes**

The Principal may change a premium rate on any of the following dates:

- a. on any premium due date, after the initial premium rate has then been in force three years or more and if Written notice is given to the Policyholder at least 61 days before the date of change. After the initial premium rate has been in force for three years, The Principal may change the premium rate on any due date if the rate has been in force for 12 months or more and if Written notice is given to the Policyholder at least 61 days before the date of change; or
- b. on any date the definition of Member is changed; or
- c. on any date that the Benefit Payable or class of insured Members is changed; or
- d. on any date a division, subsidiary, or affiliated company is added or terminated; or
- e. on any date the premium contribution required of Members is changed; or

## **PART II - POLICY ADMINISTRATION**

- f. on any Policy Anniversary, if the total covered Monthly Earnings for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary.

If the Policyholder agrees to participate in the electronic services program of The Principal and, at a later date elects to withdraw from participation, such withdrawal may result in certain administrative fees being charged to the Policyholder.

#### **Article 4 - Premium Amount**

The amount of premium to be paid on each due date will be the product of total covered Monthly Earnings for all Members then insured multiplied by the premium rate then in effect.

To ensure accurate premium calculations, the Policyholder is responsible for reporting to The Principal, the following information during the stated time periods:

- a. Members who are eligible to become insured are to be reported during the month prior to or during the month that coverage becomes effective.
- b. Members whose coverage has terminated are to be reported within a month of the date coverage terminated.
- c. Changes in Monthly Earnings are to be reported within a month of the date that the change in Monthly Earnings took place.
- d. Changes in Member insurance class are to be reported within a month of the date that the change in insurance class took place.

If a Member is added or a present Member's Primary Monthly Benefit amount changes or terminates on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

#### **Article 5 - Contributions from Members**

Members are required to contribute the entire premium for their insurance under this Group Policy.

## **PART II - POLICY ADMINISTRATION**

## **Section C**

### **Policy Termination**

#### **Article 1 - Failure to Pay Premium**

This Group Policy will terminate at the end of a Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to pay the premium within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

#### **Article 2 - Termination Rights of the Policyholder**

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving Written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's insurance will be considered Written notice from the Policyholder.

#### **Article 3 - Termination Rights of The Principal**

The Principal may nonrenew or terminate this Group Policy by giving the Policyholder 31 days advance notice in Writing, if the Policyholder:

- a. ceases to be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; or
- b. fails to maintain the following participation percentages with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
  - (1) 100% if the Member is to contribute no part of the premium; or
  - (2) 62 % if the Member is to contribute part or all of the premium; or
- c. fails to maintain three or more insured employees under this Group Policy; or
- d. fails to pay premium in accordance with the requirements of PART II, Section B; or
- e. has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy; or

## **PART II - POLICY ADMINISTRATION**

- f. does not promptly provide The Principal with information that is reasonably required; or
- g. fails to perform any of its obligations that relate to this Group Policy.

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 31 days advanced notice in Writing.

#### **Article 4 - Policyholder Responsibility to Members**

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each Member of the effective date of the termination; and
- b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to The Principal.

## **PART II - POLICY ADMINISTRATION**

### **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

#### **Section A**

#### **Eligibility**

##### **Article 1 - Member Insurance**

A person will be eligible for insurance on the later of:

- a. the Date of Issue of this Group Policy; or
- b. the first pay period following 90 days of service with the Policyholder or a Participating Unit as a Member.

Note: If a Member is rehired within 90 days of the Member's individual termination date, and the Member was eligible on their terminate date, they will be eligible on the Member's rehire date.

If a Member is rehired 90 days after the Member's individual termination date, the Member will be eligible on the first day of the pay period following 90 days of service.

#### **Member**

Any HOURLY/DRIVER TEAMMATE who is a full-time employee of the Policyholder or a Participating Unit, and who regularly works at least 30 hours a week. Work must be at the Policyholder's or a Participating Unit's usual place or places of business, at an alternative worksite at the direction of the Policyholder or a Participating Unit, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder or a Participating Unit on a seasonal, temporary, contracted, or part-time basis.

### **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

## **Section B**

### **Effective Dates**

#### **Article 1 - Actively at Work**

A Member's effective date for Long Term Disability Insurance will be as explained in this section, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

This Actively at Work requirement may be waived as described in Replacement of a Prior Plan in PART IV, Section O, Article 4 of this Group Policy.

#### **Article 2 - Effective Date for Noncontributory Insurance**

Unless Proof of Good Health is required (see Articles 4 and 5 below), insurance for which the Member contributes no part of premium will be in force on the date the Member is eligible.

#### **Article 3 - Effective Date for Contributory Insurance**

If a Member is to contribute a part of premium, insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see Articles 4 and 5 below), the requested insurance will be in force on:

- a. the date the Member is eligible, if the request is made on or before that date; or
- b. the first of the Insurance Month coinciding with or next following the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see Articles 4 and 5 below).

#### **Article 4 - Effective Date When Proof of Good Health is Required**

Insurance for which Proof of Good Health is required will be in force on the later of:

- a. the date insurance would have been effective if Proof of Good Health had not been

## **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**



required; or

- b. the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

#### **Article 5 - Proof of Good Health Requirements**

The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

- a. If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible.
- b. If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time.
- c. If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again.
- d. If, on the date a Member becomes eligible, fewer than ten Members are insured.

If, on the date a Member becomes eligible for any increase or additional Benefit Payable amount, fewer than ten Members are insured.

#### **Article 6 - Effective Date for Benefit Changes Due to a Change in Monthly Earnings**

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's Monthly Earnings will normally be effective on the Policy Anniversary that next follows the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

#### **Article 6A - Effective Date for Benefit Changes Due to a Change in Insurance Class**

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's insurance class will normally be effective on the Policy Anniversary that next follows the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

### **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

**Article 7 - Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement**

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in the amount of a Member's Benefit Payable (as described in PART IV, Section B) by amendment or endorsement to this Group Policy will be effective on the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

**Article 8 - Effective Date for Benefit Changes - Change in Benefits Made by The Principal**

A change in the Member's Benefit Payable because of a change made by The Principal will normally be effective on the Policyholder's Policy Anniversary (or as otherwise determined by The Principal). However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

**PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

## **Section C**

### **Member Termination, Continuation, and Reinstatement**

#### **Article 1 - Member Termination**

A Member's insurance under this Group Policy will terminate on the earliest of:

- a. the date this Group Policy is terminated; or
- b. the date the last premium is paid for the Member's insurance; or
- c. any date desired, if requested by the Member before that date; or
- d. the date the Member ceases to be a Member as defined; or
- e. the date the Member ceases to be in a class for which Member Insurance is provided; or
- f. the date the Member ceases Active Work, except as provided by Articles 2, 3, 4, and 5 of this section.

Termination of insurance for any reason described above will not affect a Member's rights to benefits, if any, for a Disability that begins while the Member's insurance is in force under this Group Policy. A Member is considered to be continuously Disabled if he or she is Disabled from one condition and, while still Disabled from that condition, incurs another condition that causes Disability.

#### **Article 2 - Member Continuation**

A Member may qualify to have his or her insurance continued under one or more of the continuation articles below. If a Member qualifies for continuation under more than one article, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

#### **Article 3 - Member Continuation and Reinstatement - Sickness, Injury, or Pregnancy**

If a Member ceases Active Work due to sickness, injury, or pregnancy, the Member's insurance can be continued subject to payment of premium, until the earliest of:

- a. the date insurance would otherwise terminate as provided in Article 1, items a. through

## **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

- e. above; or
- b. the end of the Insurance Month in which the Member recovers; or
- c. the date 180 days after Active Work ends.

For a Member who establishes a Benefit Payment Period, his or her insurance will be reinstated if the Member returns to Active Work for the Policyholder or a Participating Unit within six months of the date the Benefit Payment Period ends. The Member's reinstated insurance will be in force on the date of return to Active Work.

For a Member who does not qualify to have a Benefit Payment Period begin, insurance will be reinstated if he or she returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased. The Member's reinstated insurance will be in force on the date of return to Active Work.

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had the Member remained continuously insured.

#### **Article 4 - Member Continuation and Reinstatement - Layoff or Leave of Absence**

If a Member ceases Active Work due to layoff or leave of absence, his or her insurance can be continued, subject to premium payment, until the earlier of:

- a. the date insurance would otherwise terminate as provided in Article 1, items a. through e. above; or
- b. for lay off, the end of the pay period in which Active Work ends; or
- c. for leave of absence, the date six months after Active Work ends.

A Member's insurance will be reinstated if he or she returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased. The Member's reinstated insurance will be in force on the date of his or her return to Active Work.

A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had the Member remained continuously insured.

### **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

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**Article 5 - Member Continuation and Reinstatement - Family and Medical Leave Act (FMLA)**

If a Member ceases Active Work due to an approved leave of absence under FMLA, the Policyholder or a Participating Unit may choose to continue the Member's insurance, subject to premium payment until the date 12 weeks after the end of the Insurance Month in which Active Work ends.

A Member's terminated insurance may be reinstated in accordance with the provisions of FMLA.

**PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

## **PART IV - BENEFITS**

### **Section A**

#### **Benefit Qualification**

##### **Article 1 - Benefit Qualification**

A Member will qualify for Disability benefits if all of the following apply:

- a. The Member is Disabled under the terms of this Group Policy.
- b. The Disability begins while he or she is insured under this Group Policy.
- c. The Disability is not subject to any Limitations listed in this PART IV, Section O.
- d. An Elimination Period of 180 days is completed.
- e. A Benefit Payment Period is established.
- f. The Member is under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in this PART IV, Section Q are satisfied.

A Benefit Payment Period will be established on the latest of:

- a. the date the Member completes an Elimination Period; or
- b. the date six months before The Principal receives Written proof of the Member's Disability; or
- c. the day after the Member's Short Term Disability Benefit Payment Period ends.

**NOTE:** No premiums are required during a Long Term Disability Benefit Payment Period.

#### **Disability; Disabled**

A Member will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

## **PART IV - BENEFITS**

- a. The Member cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.
- b. The Member is performing the duties of his or her Own Occupation on a Modified Basis or any occupation and is unable to earn more than 80% of his or her Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Member cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which he or she is or may reasonably become qualified based on education, training, or experience.
- b. The Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than 60% of his or her Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

#### **Elimination Period**

The period of time a Member must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Member is Disabled and must be satisfied for each period of Disability. A Member who is in the process of satisfying the Elimination Period may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require the Member to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period.

#### **Own Occupation Period**

The first one year(s) of the Benefit Payment Period.

#### **Benefit Payment Period**

The period of time during which benefits are payable.

#### **Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

### **PART IV - BENEFITS**

**Own Occupation**

The occupation the Member is routinely performing for the Policyholder or a Participating Unit when his or her Disability begins as performed in the national economy.

**Gainful Occupation**

Employment in which the Member could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.

**Modified Basis**

A Member will be considered working on a Modified Basis if he or she is working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

**PART IV - BENEFITS**



## **Section B**

### **Benefits Payable**

#### **Article 1 - If the Member is not working during a period of Disability**

The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the Member's Primary Monthly Benefit less Other Income Sources.

#### **Article 2 - If the Member is working during a period of Disability**

The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:

- a. for the first 12 months, the lesser of:
  - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from his or her Own Occupation or any occupation; or
  - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. thereafter, the Member's Primary Monthly Benefit less Other Income Sources, multiplied by the Member's Income Loss Percentage.

On each March 1, following the date the Member becomes Disabled, the Member's Predisability Earnings will be increased by the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of 10%.

If the Member has been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

- a. the number of completed months of Disability as of March 1;
- b. divided by 12 months.

Consumer Price Index means the U.S. City Average for Urban Consumers, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.

#### **Primary Monthly Benefit**

60% of the Member's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

## **PART IV - BENEFITS**

**Predisability Earnings**

A Member's Monthly Earnings in effect prior to the date Disability begins.

**Indexed Predisability Earnings**

A Member's Predisability Earnings adjusted for increases in the Consumer Price Index.

**Income Loss Percentage**

A Member's Income Loss Percentage is equal to:

- a. The Member's Indexed Predisability Earnings less any Current Earnings from the Member's Own Occupation or any occupation; divided by
- b. The Member's Indexed Predisability Earnings.

**Current Earnings**

A Member's Monthly Earnings for each month that he or she is Disabled. While Disabled, a Member's Monthly Earnings may result from working for the Policyholder or a Participating Unit or any other employer.

**Monthly Earnings (Applicable to Drivers)**

Monthly Earnings means the Member's gross monthly income averaged over the lesser of:

- a. the prior year's 52 weeks or rolling 12 weeks as determined by the Policyholder's payroll policy;
- b. the number of weeks that the Member has been a driver, if the member has been a driver for less than 12 or 52 weeks.

**Monthly Earnings (Applicable to All Other Members)**

On any date, a Member's basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder or a Participating Unit. Basic wage does not include commissions, bonuses tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

**Other Income Sources (Deductible)****PART IV - BENEFITS**

- a. All disability payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. for a Member who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- c. for a Member who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Member and the Member's Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that the Member receives from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that the Member receives (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder or a Participating Unit pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that the Member receives or is eligible to receive under another group disability insurance policy; and
- g. all payments for the month that the Member receives under any state disability plan; and
- h. all severance pay for the month that the Member receives from the Policyholder or a Participating Unit; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Member receives under a pension plan sponsored by the Policyholder or a Participating Unit. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and

#### PART IV - BENEFITS

- j. all payments for the month that the Member receives for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted.

**Other Income Sources (Non Deductible)**

- a. If any severance pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.
- b. Any retirement payments the Member receives under the Federal Social Security Act or a pension plan which he or she had been receiving in addition to his or her Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.
- c. Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.
- d. After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.
- e. Withdrawal of pension plan benefits by a Member for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other income Source unless the Member withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

**Article 3 - Minimum Monthly Benefit**

In no event will the monthly Benefit Payable be less than the greater of 10% of the Member's Primary Monthly Benefit or \$100 for each full month of a Benefit Payment Period, except that The Principal will have the right to reduce the Minimum Monthly Benefit by any prior benefit overpayment. The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

**PART IV - BENEFITS**

## **Section C**

### **Rehabilitation Services and Benefits**

#### **Article 1 - Rehabilitation Services and Benefits**

While the Member is Disabled and covered under this Group Policy, he or she may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. The Principal will work with the Member, the employer, and the Member's Physician(s), and others as appropriate, to develop an individualized rehabilitation plan intended to assist the Member in returning to work.

#### **Article 2 - Rehabilitation Services**

While the Member is Disabled under the terms of the Group Policy, he or she may qualify for Rehabilitation Services. If the Member, the Policyholder and The Principal agree in Writing on a rehabilitation plan in advance, The Principal may pay a portion of reasonable expenses. The goal of the plan will be to return the Member to work.

Any rehabilitation assistance must be approved in advance by The Principal and outlined in a rehabilitation plan. The Benefit Payable as described in this PART IV, Section B, Articles 1 and 2, (subject to the terms and conditions of the section) will continue, unless modified by the rehabilitation plan. Rehabilitation assistance may include, but is not limited to:

- a. coordination of medical services;
- b. vocational and employment assessment;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

The Principal will periodically review the rehabilitation plan and the Member's progress and The Principal will continue to pay for the agreed upon expenses as long as The Principal determines that the rehabilitation plan is providing the necessary action to return the Member to work.

## **PART IV - BENEFITS**

### **Article 3 - Predisability Intervention Services**

Rehabilitation Services may be offered to a Member who has not yet become Disabled under the terms of this Group Policy, provided the Member has a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of his or her Own Occupation.

### **Article 4 - Rehabilitation Incentive Benefit**

During a Benefit Payment Period, if the Member is participating in and fulfilling the requirements of the rehabilitation plan, but is not yet working, he or she will be eligible for a 5% increase in the Primary Monthly Benefit percentage as a Rehabilitation Incentive Benefit. Payment of the Rehabilitation Incentive Benefit will begin with the Benefit Payable amount that next follows implementation of the rehabilitation plan. The Rehabilitation Incentive Benefit is not subject to the Maximum Monthly Benefit.

The Rehabilitation Incentive Benefit will terminate on the earliest of:

- a. the date the time frame established in the rehabilitation plan has elapsed; or
- b. the date the Member fails to meet the goals and objectives established in the rehabilitation plan; or
- c. the date the Member has received a total of 12 months of Rehabilitation Incentive Benefits; or
- d. the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1.

### **Article 5 - Reasonable Accommodation Benefit**

#### **a. Eligibility**

An employer or the Member may be eligible for a Reasonable Accommodation Benefit provided the Member would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by The Principal in Writing prior to implementation.

#### **b. Benefit**

The Principal will reimburse an employer or the Member for expenses incurred to modify the workplace to allow the Member to return to work, up to the actual expense, not to exceed \$2,000 per Benefit Payment Period. Expenses may include the cost of

## **PART IV - BENEFITS**

tools, equipment, furniture, or any other changes to the worksite or environment that The Principal agrees will allow the Member to return to work. Any payment made for Reasonable Accommodation would be the difference between the cost and the amount paid or payable by third parties (including any amount paid under a policy of medical coverage).

**Reasonable Accommodation**

Changes in a Member's work environment or in the way a job is performed which allows the Member to perform the essential functions of that job.

**PART IV - BENEFITS**

## **Section E**

### **Survivor Benefit and Accelerated Survivor Benefit**

#### **Article 1 - Survivor Benefit**

In the event a Benefit Payment Period ends because of the Member's death, a Survivor Benefit will be payable. This Survivor Benefit will be six times the Member's Primary Monthly Benefit.

The Principal will pay the Survivor Benefit to a Member's spouse, child, parent, or estate as described in this PART IV, Section Q, Claim Procedures.

#### **Article 2 - Accelerated Survivor Benefit**

##### **a. Definition of Terminally Ill**

A Member will be considered Terminally Ill under this article of this Group Policy if he or she is expected to die within 12 months of the date he or she requests payment of the Accelerated Survivor Benefit.

##### **b. Eligibility**

The Principal will pay the Member an Accelerated Survivor Benefit if he or she requests such payment and meets the following requirements. The Member must:

- (1) satisfy the Benefit Qualifications listed in this PART IV, Section A; and
- (2) provide proof that he or she is Terminally Ill by submitting to The Principal:
  - a. a statement from the Member's Physician; and
  - b. any other medical information that The Principal believes necessary to confirm the Member's status; and
- (3) be living on the date of payment of the Accelerated Survivor Benefit.

##### **c. Benefit**

If the Member qualifies, The Principal will pay an Accelerated Survivor Benefit. This benefit will be equal to six times the Member's Primary Monthly Benefit and will be paid to the Member in a single lump sum. This benefit is paid in addition to the Member's regular Benefit Payable.

##### **d. Effect on Survivor Benefit**

## **PART IV - BENEFITS**



If an Accelerated Survivor Benefit is paid, no Survivor Benefit will be payable.

#### **PART IV - BENEFITS**

## **Section K**

### **Monthly Payment Limit**

#### **Article 1 - Monthly Payment Limit**

In no event will the sum of amounts payable for:

- a. Benefits Payable under this PART IV, Section B, Article(s) 1 and 2;
- b. Rehabilitation Incentive Benefit;
- c. income from Other Income Sources;
- d. Current Earnings from the Member's Own Occupation or any occupation;
- e. sick pay;
- f. salary continuance payments;
- g. personal time off;
- h. payments attributable to individual disability insurance policies;

exceed 100% of Predisability Earnings. If the Member is eligible for benefits under this PART IV, Section B, Article 2, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

In the event the Member's total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits under this Group Policy will be reduced by the amount in excess of 100% of Predisability Earnings.

## **PART IV - BENEFITS**

## Section M

### Benefit Payment Period and Recurring Disability

#### Article 1 - Benefit Payment Period

For Teammates Electing **Plan 1**:

Benefits are payable:

- a. if Disability begins before age 69, until the earlier of the date 24 months after the Benefit Payment Period starts for one continuous Disability or for a Recurring Disability, or the date the Member attains age 70 (except the Benefit Payment Period will not be less than 12 months); or
- b. if Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.

For Teammates Electing **Plan 2**:

Benefits are payable:

- a. if Disability begins before age 62, until the earlier of the date five years after the Benefit Payment Period starts for one continuous Disability or Recurring Disability, or the date the Member attains age 65 (except that the Benefit Payment Period will not be less than 42 months); or
- b. if Disability begins at or after age 62, until the date of completion of the number of months shown below after the Benefit Payment Period begins.

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12

## PART IV - BENEFITS

For Teammates Electing **Plan 3**:

Benefits are payable:

- a. if Disability begins before age 65, until the later of the date 36 months after the Benefit Payment Period begins, or the date the Member attains Social Security Normal Retirement Age; or
- b. if Disability begins at or after age 65, until the later of the date of Social Security Normal Retirement Age, or the date of completion of the number of months shown below after the Benefit Payment Period begins.

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
65-67	24
68-69	18
70-71	15
72 and over	12

However, in no event, will benefits continue beyond:

- a. the date of the Member's death; or
- b. the date Disability ends, unless a Recurring Disability exists as explained in this section; or
- c. the date the Member fails to provide any required proof of Disability; or
- d. the date the Member fails to submit to any required medical examination or evaluation as provided in this PART IV, Section Q, Article 13; or
- e. the date the Member fails to report any required Current Earnings information; or
- f. the date the Member fails to report income from Other Income Sources; or
- g. the date ten days after receipt of notice from The Principal if the Member fails to pursue Social Security Benefits or benefits under a Workers' Compensation Act or similar law as outlined in this PART IV, Section Q, Article(s) 8 and 9; or
- h. if Disability results from alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, the date 24 months after the Benefit Payment Period begins; or

#### **PART IV - BENEFITS**

- i. the date the Member ceases to be under the Regular and Appropriate Care of a Physician.

## **Article 2 - Recurring Disability**

A Recurring Disability will exist under this Group Policy if:

- a. after completing an Elimination Period and during a Benefit Payment Period, a Member ceases to be Disabled; and
- b. the Member then returns to Active Work; and
- c. while insured under this Group Policy, but before completing six continuous months of Active Work, the Member is again Disabled; and
- d. the current Disability and the Disability for which the Elimination Period was completed result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. The Member will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability.

## **PART IV - BENEFITS**

## **Section N**

### **Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, a Mental Health Condition, or a Special Condition**

#### **Article 1 - Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, a Mental Health Condition or a Special Condition**

The Member's period of Disability will be considered due to alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition if:

- a. the Member is limited by one or more of the stated conditions; and
- b. the Member does not have other conditions which, in the absence of the above stated conditions, would continue to exist, limit activities and lead The Principal to conclude that the Member is Disabled for another condition in and of itself.

When Disability results from alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, a Member's maximum number of Benefits Payable for all such periods of Disability is limited to 24 months. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for all of these conditions, either separate or combined.

However, if at the end of that 24 months, the Member is confined in a Hospital or other facility qualified to provide necessary care and treatment for alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, then the Benefit Payment Period may be extended to include the time during which the Member remains confined.

Benefits will be payable for the length of the confinement and for up to 60 days following the end of the confinement. If the Member is Hospital confined again during the 60-day period for at least ten consecutive days, benefits will be payable for the length of the second confinement and for up to 60 days following the end of the second confinement.

## **PART IV - BENEFITS**

**GC 3044      Section N - Treatment of Alcohol, Drug or Chemical Abuse,  
Dependency, or Addiction, a Mental Health Condition, or a  
Special Condition, Page**

## **Section O**

### **Limitations**

#### **Article 1 - Limitations**

No benefits will be paid for any Disability that:

- a. results from willful self-injury, while sane or insane; or
- b. results from war or act of war; or
- c. results from participation in an assault or felony; or
- d. is a new Disability that begins after a prior Benefit Payment Period has ended and the Member has not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended and the Member has not returned to Active Work (except as provided for a Recurring Disability in this PART IV, Section M, Article 2); or
- f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this Group Policy.

#### **Article 2 - Preexisting Conditions Exclusion for Initial Coverage**

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which a Member:

- a. received medical treatment, consultation, care, or services; or
- b. was prescribed or took prescription medications;

in the three month period before he or she became insured under the Group Policy.

No benefits will be paid for a Disability that results from a Preexisting Condition unless, on the date the Member becomes Disabled, he or she has been Actively at Work for one full day after completing 12 consecutive months during which the Member was insured under the Group Policy.

#### **Article 3 - Preexisting Conditions Exclusion for Benefit Increases**

## **PART IV - BENEFITS**

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which a Member:

- a. received medical treatment, consultation, care, or services; or
- b. was prescribed or took prescription medications;

in the three month period prior to an increase in benefits or change in the Group Policy, including increases in benefits due to a change in Monthly Earnings of 25% or greater.

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
- b. begins within 12 months after the effective date of the increase in benefits or change in the Group Policy provisions.

#### **Article 4 - Replacement of a Prior Plan**

##### **a. Applicability**

When insurance under this Group Policy replaces coverage under a Prior Plan, this article may apply to a Member who is eligible and enrolled under this Group Policy, and:

- (1) is not Actively at Work when his or her coverage would otherwise become effective; or
- (2) becomes Disabled due to a Preexisting Condition.

##### **b. Benefit Eligibility**

A Member will qualify for the benefit provided by this article if all of the following apply:

- (1) The Member had Long Term Disability coverage under a Prior Plan, which terminated on the date immediately preceding the date the Member became eligible under this Group Policy.
- (2) The Member is not receiving any benefits under the Prior Plan but would have been entitled to benefits had the Prior Plan remained in force.
- (3) No provision other than the Actively at Work or the Preexisting Condition provision(s) would prohibit benefits being paid to the Member under this Group Policy.

#### **PART IV - BENEFITS**



**c. Benefits Payable**

The benefits payable, if any, under this article, will be the lesser of the benefits of this Group Policy or the benefits that would have been paid under the Prior Plan had it remained in force. No benefits will be paid for:

- (1) any Disability that occurs before the Date of Issue of this Group Policy; or
- (2) any Disability for which benefits would have been paid under the Prior Plan in the absence of this section.

**Prior Plan**

The Group Long Term Disability coverage of either:

- a. the Policyholder or a Participating Unit; or
- b. a business entity which has been obtained by the Policyholder or a Participating Unit through a merger or acquisition;

for which this Group Policy is a replacement.

**PART IV - BENEFITS**

## **Section Q**

### **Claim Procedures**

#### **Article 1 - Notice of Claim**

Notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under this Group Policy. This notice must be sent within three months after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

#### **Article 2 - Claim Forms**

The Principal, when it receives notice of claim, will provide appropriate claim forms for filing proof of Disability. If the forms are not provided within 15 days after The Principal receives notice of claim, the person will be considered to have complied with the requirements of the Group Policy regarding proof of Disability upon submitting, within the time specified below for filing proof of Disability, Written proof covering the occurrence, character, and extent of the loss.

#### **Article 3 - Proof of Disability**

Written proof that Disability exists and has been continuous must be sent to The Principal within six months after the date a Member completes an Elimination Period. Proof required includes the date, nature, and extent of loss. Further proof that Disability has not ended must be sent when requested by The Principal. The Principal may request additional information to substantiate loss or require a Signed unaltered authorization to obtain that information from the provider. The Principal reserves the right to determine when these conditions are met. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

#### **Article 4 - Proof of Disability while outside the United States**

If during a period of Disability, the Member is residing or staying outside the United States, the following will apply:

- a. Any evidence the Member submits for his or her claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.

## **PART IV - BENEFITS**

- b. The Member may be required to return to the United States at a frequency The Principal deems necessary to substantiate his or her claim for Disability. All expenses incurred by the Member for returning to the United States will be his or her responsibility.
- c. The Member must notify The Principal in advance of any return to the United States and his or her change of address.

Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

#### **Article 5 - Payment, Denial, and Review**

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a Written explanation prior to the expiration of the 45 days. The claimant is then allowed up to 45 days to provide all additional information requested. The Principal is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to the claimant regarding the extension.

State law requires that all benefits payable under the Group Policy must be payable not more than 60 days after receipt of proof of loss.

In actual practice, benefits under this Group Policy will be payable sooner, provided The Principal received complete and proper proof of Disability. Further, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to The Principal within 180 days of receipt of notice of the denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because The Principal did not receive the requested additional information, The Principal is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member.

#### **PART IV - BENEFITS**

#### **Article 6 - Report of Payments from Other Income Sources**

When asked, a Member must give The Principal:

- a. a report of all payments from Other Income Sources; and
- b. proof of application for all such income for which the Member and the Member's Dependents are eligible; and
- c. proof that any application for such income has been rejected.

#### **Article 7 - Lump Sum Payments from Other Income Sources**

If any income from Other Income Sources are payable in a lump sum (except as described below), the lump sum will be deemed to be paid in monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over the expected life span of the Member. The Principal will determine the expected life span.

Lump Sum Payments under:

- a. a retirement plan will be deemed to be paid in the monthly amount which:
  - (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
  - (2) is prorated under a standard annuity table over the expected life span of the Member (if the plan does not have a standard annuity option);
- b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly:
  - (1) at the rate stated in the award or settlement; or
  - (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
  - (3) at the maximum rate set by the law (if no rate is stated and the Member did not receive a periodic award).

#### **Article 8 - Social Security Estimates**

Until exact amounts are known, The Principal may estimate the Social Security benefits for which a Member and his or her Dependents are eligible and may include those estimates in the Member's Other Income Sources.

If it is reasonable that the Member would be entitled to disability benefits under the Federal

### **PART IV - BENEFITS**

Social Security Act, The Principal will require that the Member:

- a. apply for disability benefits within ten days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the ten-day period; and
- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

#### **Article 9 - Workers' Compensation Estimates**

Until exact amounts are known, The Principal may estimate the Workers' Compensation benefits for which a Member is eligible and may include those estimates in the Member's Other Income Sources.

If it is reasonable that the Member would be entitled to benefits under a Workers' Compensation Act or a similar law, The Principal will require that the Member:

- a. apply for benefits within ten days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the ten-day period.

#### **Article 10 - Payments for Less Than a Full Month**

The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

#### **Article 11 - Right to Recover Overpayments**

If an overpayment of benefits occurs under this Group Policy, The Principal will have the option to:

- a. reduce or withhold any future benefits The Principal determines to be due, including the Minimum Monthly Benefit; or
- b. recover the overpayment directly from the Member; or

### **PART IV - BENEFITS**

- c. take any other legal action.

#### **Article 12 - Facility of Payment**

Benefits under this Group Policy will be payable at the end of each month of a Benefit Payment Period, provided complete and proper proof of Disability has been received by The Principal.

The Principal reserves the right to offer a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period if the Member and The Principal agree.

Any unpaid balance that remains after a Benefit Payment Period ceases will be immediately payable.

The Principal will normally pay benefits directly to the Member. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge The Principal to the full extent of those payments.

- a. If payment amounts remain due upon a Member's death, those amounts may, at the option of The Principal, be paid to the Member's spouse, child, parent, or estate.
- b. If The Principal believes a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, The Principal may pay whoever has assumed the care and support of the person. Any payment due a minor will be at the rate of not more than \$200 a month.

#### **Article 13 - Medical Examinations and Evaluations**

The Principal may require a Member to be examined by a Physician, or undergo an evaluation, at reasonable intervals, during the course of a claim. The Principal will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of the Member's benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of the Member's benefits. If the Member fails to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be his or her responsibility.

#### **Article 14 - Legal Action**

Legal action to recover benefits under this Group Policy may not be started earlier than 90 days after required proof of Disability has been filed and before the appeal procedures have

### **PART IV - BENEFITS**

been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

#### **Article 15 - Time Limits**

Any time limits listed in this section will be adjusted as required by law.

### **PART IV - BENEFITS**

## **PART V - PARTICIPATING UNIT PROVISIONS**

### **Section A - Eligible Participating Unit**

Any entity that is an affiliate or subsidiary of the Policyholder may become a Participating Unit under this Group Policy, provided such affiliate or subsidiary is related to the Policyholder through common control or ownership.

### **Section B - Participating Unit**

A Participating Unit is any entity listed in this PART V, Section F, on the Date of Issue of this Group Policy or so listed later by amendment or endorsement to this Group Policy; or identified to this Group Policy by The Principal.

The Participating Unit must:

- a. apply for coverage under this Group Policy; and
- b. pay all premiums required for insurance on its eligible Members and maintain the contribution level as described in PART II, Section A;
- c. fulfill the employee participation requirements as described in PART II, Section A.

An entity will become a Participating Unit on:

- a. the Date of Issue of this Group Policy, if eligible on that date; or
- b. the date the entity is eligible to become a Participating Unit, if after the Date of Issue of this Group Policy.

### **Section C - Member Insurance**

Insurance eligibility dates, effective dates, and termination dates for a Participating Unit's Members will be determined as outlined in PART III of this Group Policy.

### **Section D - Administration**

Each Participating Unit will be bound by the terms of this Group Policy. A Participating Unit may not change or terminate this Group Policy.

### **Section E - Termination**

An entity will cease to be a Participating Unit on the earliest of:



- a. the date it is no longer an Eligible Participating Unit; or
- b. the date it suspends business, or is dissolved, or is merged; or
- c. the date it is removed from the Group Policy by amendment or endorsement.

All insurance for a Participating Unit's Members will terminate on the date the entity ceases to be a Participating Unit. The rights of all such Members will be determined as if the Group Policy had terminated on that date. The Participating Unit must advise all Members of the date of termination. The Participating Unit must refund or otherwise account for all Member contributions not used to pay premiums.

#### **Section F - List of Participating Units**

A list of Participating Units covered under this Group Policy will be kept on file at the office of McLane Company, Inc., and a copy will be provided to The Principal upon request.

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**Principal Life Insurance Company**  
Des Moines, Iowa 50392-0002



**Principal Life Insurance Company**  
Des Moines, Iowa 50392-0002

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**Principal****Financial  
Group**Mailing Address:  
Des Moines, IA 50392-0002**Principal Life  
Insurance Company****Employer Application for  
Group Insurance - TX**This form is for: ☒ new case ☐ amendmentAccount number H25974Requested effective date: 1/1/06Advanced premium received \$ 50,000

You have the option to choose a Consumer Choice Health Benefits Insurance Plan (CCP) that, either in whole or in part, does not provide state-mandated health benefits normally required in accident and sickness insurance policies in Texas. This standard health benefit plan may provide a more affordable health insurance policy for you although, at the same time, it may provide you with fewer health benefits than those normally included as state-mandated health benefits in policies in Texas. If you choose this standard health benefit plan, please consult with your insurance agent to discover which state-mandated health benefits were excluded in the policy.

**Employer Information**

Legal name of company (include dba)

McLane Company, Inc.☒ corporation ☐ partnership ☐ sole proprietorship ☐ other

Physical address (street) City State ZIP code  
4747 McLane Parkway Temple TX 76503

Mailing address (PO Box) City State ZIP code

Contact Telephone number FAX number E-mail address  
Raige Claus 972-364-2051 972-364-2051 rclaus@mcLANECO.COM

Nature of business SIC code Federal tax ID number Number of years in business  
wholesale grocery 15141 1741478631 100+ years

Have you been insured by Principal Life Insurance Company previously? ☒ no ☐ yes

If yes, when and under what name?

Has the company been denied credit within the past two years, ever filed for bankruptcy, or is the firm now in the process of (or considering) filing for bankruptcy? ☒ no ☐ yes (attach an explanation)

Complete the following if this coverage replaces other group insurance. Provide a copy of the most recent billing.

**Note:** Include prior carrier information for past three years.

Name of Carrier	Coverage(s)	Effective Date	Termination Date
<u>VNUM</u>	<u>all lines</u>	<u>1999</u>	<u>12/31/05</u>

**Employers with Participating Units**

If employees of any associated business organizations (e.g. parent-subsidiary, brother-sister relationships, affiliated groups, etc.) are to be covered, please list the affiliate or subsidiary below.

Participating unit is an entity that is an affiliate or subsidiary related to the employer through common control or ownership.

Unit name/address/federal tax ID	Nature of business	Relationship to company	<input checked="" type="checkbox"/> include unit <input type="checkbox"/> exclude unit	Number of employees
1. <u>McLane Company, Inc.</u>	<u>whole sale grocery</u>	<u>company</u>	<input checked="" type="checkbox"/> include unit <input type="checkbox"/> exclude unit	<u>11,000</u>
2. <u>McLane Foodservice</u>	<u>grocery distribution</u>	<u>subsidiary</u>	<input checked="" type="checkbox"/> include unit <input type="checkbox"/> exclude unit	<u>3,000</u>
3. <u>PDI</u>		<u>subsidiary</u>	<input checked="" type="checkbox"/> include	<u>200</u>

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03/2004

(see attached subsidiary list)

All U.S. subsidiaries are eligible for McLane's plans.

AR 119

Exhibit "B", 000001



## Request for Benefits

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Medical plan number(s) \_\_\_\_\_ PCS plan number \_\_\_\_\_  
 Illustrated in proposal number \_\_\_\_\_ Version number \_\_\_\_\_

☐ dental ☐ vision ☒ short term disability (ATP) ☒ long term disability  
☒ basic term life Options ☒ basic term accidental death and dismemberment ☒ dependent term life  
☒ supplemental term life ☐ supplemental term accidental death and dismemberment  
☒ voluntary term life Options: ☒ accelerated death and dismemberment ☒ accelerated death benefits  
☐ medical: Do you want insurance for ☐ employees ☐ employees and dependents

PPO number(s)/name(s) \_\_\_\_\_

If multiple PPOs are elected, please include a list showing which employees are utilizing each PPO.  
☐ network choice. Attach list of which network each employee elects. (not available for CCP plans)  
☐ benefit choice. Attach list of which benefit each employee elects (not available for CCP plans)

## Waiting Period/Effective Date Provisions (see attached)

**Initials** (employees working the required number of hours on or before the effective date of new case/new coverage with Principal Life):  
 Waiting Period ☐ 1 month ☐ 3 months ☐ 6 months ☐ Other \_\_\_\_\_  
 Note: If you wish all employees to have the same waiting period, the waiting period for initials should be marked the same as futures (employees who have already met the waiting period above do not have to meet it again if continuously working).

**Futures** (employees hired the day after the effective date of coverage or later):  
 Waiting Period ☐ 1 month ☐ 3 months ☐ 6 months ☐ Other \_\_\_\_\_

Employees will be eligible on the:  
☐ day immediately following the final day of the waiting period  
☐ first day of the insurance month (insurance month coincides with premium due date)

## Employer Contribution

	Employee	Dependent
Dental	_____ %	_____ %
Vision	_____ %	_____ %
Short term disability (STD)*	0 %	0 %
Long term disability (LTD)*	100 %	0 %
Basic term life and accidental death and dismemberment	100 %	0 %
Dependent term life	_____ %	0 %
Supplemental term life and accidental death and dismemberment	0 %	0 %
Voluntary term life	0 %	0 %
Medical	_____ %	_____ %

\*If employees contribute to the cost of STD and/or LTD insurance, are these contributions made on a  
☐ pre-tax or ☒ post-tax basis?

## Employee Eligibility

**Eligible Employee**  
☒ An employee must work at least 30 hours per week to be eligible for insurance.

**For Groups not subject to small employer legislation**  
☐ Other \_\_\_\_\_ (if agreed to by the home office of Principal Life)

**Ineligible Employee**

- An independent contractor (unless required by law)
- An employee who works less than the required number of hours per week, or is employed as a temporary or seasonal employee, is not eligible for insurance

Total number of employees (full and part-time): 14,200 Total number of eligible employees (full and part-time): 14,200

Describe any class of employees or location(s) excluded from coverage.

part-time

Do you have employees or their dependents residing: (check all that apply)

- ☒ outside the United States? (1) see attachment  
☐ in Hawaii (not eligible for medical insurance)  
☒ in New York? How many? \_\_\_\_\_

Complete the following sections for coverages being requested.

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**Life**

If you are a group with 51 or more employees requesting group term life insurance, do you want insurance for retirees?

☒ no ☐ yes If yes, ☐ your current retirees ☐ your future retirees**Disability**If you are requesting short term disability coverage, are there employees working in any of the states listed below (policies offered in these states are Supplemental)? ☐ no ☒ yes

If yes, indicate the number of employees for each state in the box.

California	Hawaii	New Jersey	New York	Rhode Island
1,400		400	860	

**Life/Disability**

If requesting life or disability insurance, list all employees not actively at work and dependents (if dependent life insurance is requested) in a period of limited activity.

- report requested for employees

**Dental** N/AIf dental insurance is requested, do you want to insure retirees? ☐ no ☐ yesIf yes, ☐ your current-retirees ☐ your future-retireesIf you are replacing dental insurance, did your prior dental coverage include benefits for orthodontia treatment? ☐ no ☐ yes**Medical** N/ADo you offer medical coverage to your employees through another carrier? ☐ no ☐ yes, number covered? \_\_\_\_\_

TEFRA eligibility is defined as employers who employed 20 or more full and/or part-time employees for 20 or more calendar weeks in the current or preceding year. If this requirement is met, the group is TEFRA eligible and Principal Life will pay primary to Medicare.

Do you meet the eligibility definition? ☐ no ☐ yes

If you are a group with 51 or more employees requesting medical insurance, do you want insurance for retirees?

☐ no ☐ yes If yes, ☐ your current retirees ☐ your future retirees**Medical/Dental/Vision** N/ACOBRA eligibility is defined as employers who employed 20 or more full and/or part-time employees on at least 50% of the working days in the prior calendar year. Do you meet the eligibility definition? ☐ no ☐ yesIf COBRA applies, please select desired billing option: ☐ group bill policyholder ☐ individual bill continuee

If you currently have anyone on COBRA, please submit enrollment form with qualifying event date noted.



**All Coverages**

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ERISA plan number 502

The Employee Retirement Income Security Act of 1974 (ERISA) requires that each employee benefit plan subject to the Act designate a "Named Fiduciary who shall have authority to control and manage the operation and administration of the plan."

**If this plan is subject to ERISA and the Named Fiduciary is other than the employer, fill in the information below. Principal Life may not be designated as Named Fiduciary.**

The "Named Fiduciary" shall be: McLane Company, Inc.

Designation as Named Fiduciary is accepted. (Required only if the "Named Fiduciary" is an individual.)

By \_\_\_\_\_

Title \_\_\_\_\_

It is understood that Principal Life shall not be responsible for any tax or legal aspects of the plan. The employer assumes responsibility for these matters. The employer acknowledges that they have counseled to the extent necessary with selected legal and tax advisors. The obligations of Principal Life shall be governed solely by the provisions of its contracts and policies. Principal Life shall not be required to look into any action taken by the named fiduciary or the employer and shall be fully protected in taking, permitting, or omitting any action on the basis of the employer's actions. Principal Life shall incur no liability or responsibility for carrying out actions as directed by the named fiduciary or the employer.

It is further understood that by signing this application, the employer is purchasing insurance and not making an investment. No reserves, undeclared or unpaid experience premium refunds, or interest with respect to claim payments, nor claim proceeds themselves shall be considered plan assets under ERISA.

**Agreement and Signatures**

- The employer has been informed of the eligibility requirements. The employer agrees that insurance applied for shall not become effective or remain effective unless the employer: a) is actively engaged in business for profit within the meaning of the Internal Revenue Code, or is established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and b) meets the participation and contribution requirements.
- The employer agrees that insurance applied for shall not become effective unless the application and any attached page(s) are received, accepted and approved by Principal Life.
- If this application is accepted, all group policies will be combined and treated as one policy for the purpose of determining any experience premium refund.
- The preexisting condition restrictions for medical and/or long term disability insurance have been explained to and understood by the employer.
- The employer understands receipt and deposit of advanced payment is not a guarantee of coverage. If a policy is issued from this application and is accepted by the proposed policyholder, we will apply the premium deposit to the first premium due for such policy. If no policy is put into force, the premium deposit will be refunded.
- Premium payment will be monthly unless otherwise indicated.
- Acceptance by the employer of any policy or policies issued with this application shall constitute approval of any corrections, additions, or changes specified in the space "For Principal Life Use Only" or as otherwise indicated on this application.
- Your agent or broker cannot change or waive any provision of this application or the policy or policies without the written approval of an officer of Principal Life in the home office.
- The employer acknowledges and understands that if this application is approved, the group policy will determine all rights and benefits.
- The person signing this form for the employer has legal authority to bind the employer for whom application is being made.
- The employer agrees to make timely notification of any employee termination, status change, or other material changes that may affect the eligibility of employees or their dependents. Timely notification is no more than 31 days past the actual date of such change.
- The employer understands that failure to pay premium when due will be considered a default in premium payment and coverage will terminate at the end of the grace period. If coverage is terminated for nonpayment of premium, premium through the grace period is due and will be collected. The employer understands that coverage may also be terminated for other reasons as provided in the group policy.



## Agreement and Signatures (continued)

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**NOTE:** If Principal Life determines, due to requirements of law or because of our own underwriting criteria, to issue our group insurance through a multiple-employer group insurance trust, the employer hereby subscribes to and agrees to the terms of that trust.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud. Fraud or misrepresentation may be grounds for nonrenewal or termination under the terms of the group policy.

Employer (company name)

McLane Company, Inc.

Signed by (must be an officer)

James Z. Williams

Officer's title

V.P. People

Date signed

8/31/05

Licensed resident agent(s) (individual/firm)

Holmes Murphy and Associates, Inc.

Agent's license number

13806

Date signed

8/31/2005

Signature of soliciting agent(s) (If more than one, all must sign.)

[Signature]

Date signed

8/31/2005

For Principal Life Use Only

STD plan is an Advise to Pay  
Mailing address is same as billing  
Basic + Vol Advd is with Zurich

Waiting period are as follows:  
Rom

Life + VTL

Hourly - 0 day

Salaried - 0 day

Ltd

Hourly - First of pay period 90 days

Salaried - 0 day - date

Supp Distinct sell

Dependent Life did not sell

**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF:**

**MCLANE COMPANY, INC**

**ALL HOURLY/DRIVER TEAMMATES**  
**Group Long Term Disability Insurance**

**Effective Date: 1/1/2006**

**STATE NOTICE**

**IMPORTANT NOTICE**

**AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call Principal Life Insurance Company's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de Principal Life Insurance Company para informacion o para someter una queja al:

**1-800-245-1522**

**1-800-245-1522**

You may also write to Principal Life Insurance Company at:

Usted tambien puede escribir a Principal Life Insurance Company:

Principal Life Insurance Company  
Attn: Group Life and Health Division  
711 High Street  
Des Moines, Iowa 50392-0001

Principal Life Insurance Company  
Attn: Group Life and Health Division  
711 High Street  
Des Moines, Iowa 50392-0001

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

**1-800-252-3439**

You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**PREMIUM OR CLAIM DISPUTES:**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

GH 198 TX-3

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

GH 198 TX-3

**Summary Plan Description for Purposes of Employee Retirement Income Security Act (ERISA):**

**This booklet-certificate (including any supplement) may be utilized in part in meeting the Summary Plan Description requirements under ERISA for insured teammates (or those listed on the front cover) of the Policyholder who are eligible for Group Long Term Disability insurance.**

**GH 150 ERISA-1**

Your insurance has been designed to provide financial help for you when a covered loss occurs. This plan has chosen benefits provided by a Group Policy issued by Us, Principal Life Insurance Company. To the extent that benefits are provided by the Group Policy, the administration and payment of claims will be done by Us as an insurer.

Members rights and benefits are determined by the provisions of the Group Policy. This booklet briefly describes those rights and benefits. It outlines what you must do to be insured. It explains how to file claims. It is your certificate while you are insured.

**THIS BOOKLET REPLACES ANY PRIOR BOOKLET THAT YOU MAY HAVE RECEIVED.** If you have any questions about this new booklet, please contact your employer. In the event of future plan changes, you will be provided with a new booklet-certificate or a booklet-certificate rider.

If you have an electronic booklet, paper copies of this booklet-certificate are also available. Please contact your Policyholder if you would like to request a paper copy.

**PLEASE READ YOUR BOOKLET CAREFULLY.** We suggest that you start with a review of the terms listed in the DEFINITIONS Section (at the back of the booklet). The meanings of these terms will help you understand the insurance.

The group insurance policy and your coverage under the Group Policy may be discontinued or altered by the Policyholder or Us at any time without your consent.

We reserve complete discretion to construe or interpret the provisions of this group insurance, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. Our decisions in such matters will be controlling, binding, and final as between Us and persons covered by this group insurance, subject to the Claim Procedures shown in the Claim Procedures Section of this booklet.

The insurance provided in this booklet is subject to the laws of the state of TEXAS.

**THE PLAN UNDER WHICH THIS BOOKLET-CERTIFICATE IS ISSUED IS NOT A PLAN OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

PRINCIPAL LIFE  
INSURANCE COMPANY  
Des Moines, IA 50392-0001

GH 800 TX

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**LONG TERM DISABILITY INSURANCE SUMMARY**  
**ACCOUNT NUMBER: H25974**

<b>Eligible Group</b>	Hourly/Driver Teammates working at least 30 hours a week	
<b>Eligibility</b>	<p>You will be eligible for insurance on the later of:</p> <ul style="list-style-type: none"> <li>a. January 1, 2006; or</li> <li>b. First day of the pay period following 90 days of service.</li> </ul> <p>Rehires within 90 days of termination are eligible on their rehire date, provided they were eligible on their termination date. Rehires over 90 days are eligible on the first day of the pay period following 90 days of service.</p>	
<b>Who Pays for Coverage</b>	You are required to pay the entire premium for insurance under the Group Policy.	
<b>Elimination Period</b>	180 days	
<b>Own Occupation Period</b>	One year	
<b>Monthly Benefit</b>	60% of your Predisability Earnings to \$5,000.	
<b>Minimum Monthly Benefit</b>	The greater of 10% of your Primary Monthly Benefit or \$100	
<b>Plan Type</b>	<b>Member's Age on The Date Disability Begins</b>	<b>Months of the Benefit Payment Period</b>
<b>Plan 1</b> 2 Year Maximum Benefit Payment Period	Before age 69	Lesser of 2 Years or to Age 70
	69 and over	12 months
<b>Plan 2</b> 5 Year Maximum Benefit Payment Period	Before age 62	Lesser of 5 Years or to Age 65
	62	42 months
	63	36 months
	64	30 months
	65	24 months
	66	21 months
	67	18 months
	68	15 months
	69 and over	12 months



Plan 3 Social Security Normal Retirement Age Maximum Benefit Payment Period	Before age 65	Greater of 36 Months or to Social Security Normal Retirement Age
	65-67	24 months
	68-69	18 months
	70-71	15 months
	72 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Rehabilitation Incentive Benefit	5%	
Reasonable Accommodation Benefit	\$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	six times	Primary Monthly Benefit
Pre-Existing Conditions	3/12	
NOTE:		
Benefits may be reduced by other sources of income and disability earnings. Some disabilities may not be covered or may be limited under this insurance.		

This summary provides only highlights of the Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.

#### **TEAMMATE STATEMENT**

All statements made by any person insured will be representations and not warranties.

In the absence of fraud, these statements may not be used to contest the insured person's coverage unless:

- a. the insurance has been in force for less than two years during the insured person's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured person or the insured person's beneficiary at the time insurance is contested.

However, the above will not preclude the assertion at any time of defenses based upon the person's not being eligible for insurance under the Group Policy or upon other provisions of the Group Policy.

In addition, if a person's age is misstated, We may, at any time, adjust premiums and benefits to reflect the correct age.

We may, at any time, terminate a Member's eligibility under the Group Policy in Writing and with 31 day notice:

- a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law;
- c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

## **ELIGIBILITY AND EFFECTIVE DATES**

### **Eligibility**

To be eligible for insurance you must be a Member.

If you are a Member on January 1, 2006, you will be eligible on that date.

If you become a Member after January 1, 2006, you will be eligible on the first pay period following 90 days of service.

Rehires within 90 days of termination are eligible on their rehire date, provided they were eligible on their termination date. Rehires over 90 days are eligible on the first day of the pay period following 90 days of service.

### **Actively at Work**

Your effective date for Long Term Disability Insurance will be as explained in this booklet, if you are Actively at Work on that date. If you are not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

This Actively at Work requirement will be waived for Members who:

- a. are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
- b. were Actively at Work on their last scheduled work day before the date of their absence; and
- c. were capable of Active Work on the day before the scheduled effective date of their insurance or change in their insurance, whichever is applicable.

### **Proof of Good Health Requirements**

The type and form of required Proof of Good Health will be determined by Us. You must submit Proof of Good Health:

- a. If insurance for which you contribute to the premium is requested after your eligibility date.
- b. If you have failed to provide required Proof of Good Health or have been refused insurance under the Group Policy at any prior time.
- c. If you elect to terminate insurance and later request to be insured again.

- d. If you elect to change your benefit.

**Changes to Elections**

Since you are required to pay all of premium, insurance must be requested. Teammates can only elect or change disability coverage during their eligibility period, at Open Enrollment, or for a Family Status Change/Qualifying Event. You must request disability insurance through the Policyholder's enrollment process.

**Effective Date at Eligibility  
(Proof of Good Health Not Required)**

The requested insurance will be in force on:

- a. the date you are eligible if you make a request according to the Policyholder's enrollment process.

**Open Enrollment Period**

An Open Enrollment Period will be available for any Member every year who:

- a. failed to enroll:
- during the first period in which he or she was eligible to enroll; or
  - during any previous Open Enrollment Period; or
- b. are currently enrolled for coverage and want to change their coverage; or
- c. previously terminated insurance under this group policy and wants to re-enroll.

To qualify for enrollment during the Open Enrollment Period, you must meet the eligibility requirements described in the Group Policy.

The Open Enrollment Period will be designated by the Policyholder.

**Effective Date at Open Enrollment  
(Proof of Good Health Required)**

The effective date for any such individual requesting insurance during the Open Enrollment Period will be the later of:

- a. the January 1 following the date of completion of the Open Enrollment Period; or
- b. the date insurance is approved by Us.

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**Family Status Change/Qualifying Event**

You may request an increase in Scheduled Benefits, a decrease in Scheduled Benefits, or the addition of Scheduled Benefits for which you were not previously insured if a change in your family status has occurred, as determined by the Policyholder, provided a request for such increase, decrease, or addition is made in Writing within 31 days after the date of the change in family status. Typical qualifying events include:

- a. marriage
- b. divorce
- c. birth or adoption of a child
- c. death of a spouse or eligible Dependent
- d. a change in your spouse's employment
- f. a child no longer qualifies as a dependent due to age, student status, or marriage.

**Effective Date at Family Status Change/Qualifying Event  
(Proof of Good Health Required)**

A change in the Scheduled Benefits because of a request by you when a change in family status has occurred will normally be effective on the later of:

- a. the date the change would otherwise be effective if Proof of Good Health had not been required; or
- b. the date Proof of Good Health is approved by Us.

**Effective Date for Benefit Changes Due to a Change in Monthly Earnings**

A change in Benefit Payable amount because of a change in your Monthly Earnings will normally be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**Effective Date for Benefit Changes Due to a Change in Employment Classification**

A change in Benefit Payable amount because of a change in your employment classification will normally be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement**

A change in amount of your Benefit Payable because of a change in the Benefit Payable by amendment or endorsement to the Group Policy will be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

## **BENEFIT QUALIFICATIONS**

You will qualify for Disability benefits, if all of the following apply:

- a. You are Disabled under the terms of the Group Policy.
- b. Your Disability begins while you are insured under the Group Policy.
- c. Your Disability is not subject to any of the Limitations listed in this booklet.
- d. An Elimination Period of 180 days is completed.
- e. A Benefit Payment Period is established.
- f. You are under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in the CLAIM PROCEDURES Section are satisfied.

A Benefit Payment Period will be established on the latest of:

- a. the date you complete an Elimination Period; or
- b. the date six months before The Principal receives Written proof of your Disability;
- c. the day after the date your Short Term Disability Benefit Payment Period ends.

### **How to File a Claim**

Notify your Manager or Supervisor of your absence, and then contact Principal Life Insurance Company by calling 1-877-266-4395 to begin the Long Term Disability claim filing process.

### **Disability; Disabled**

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation on a Modified Basis or any occupation and are unable to earn more than 80% of your Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than 60% of your Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

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## **BENEFITS PAYABLE**

### **Primary Monthly Benefit**

The Primary Monthly Benefit is 60% of your Predisability Earnings and will not exceed the Maximum Monthly Benefit of \$5,000.

### **Minimum Monthly Benefit**

In no event will the Monthly Benefit Payable be less than the greater of 10% of your Primary Monthly Benefit or \$100 for each full month of a Benefit Payment Period, except that We will have the right to reduce the Minimum Monthly Benefit by any prior benefit overpayment. The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

### **If you are not working during a period of Disability**

Your Benefit Payable for each full month of a Benefit Payment Period will be your Primary Monthly Benefit less Other Income Sources.

### **If you are working during a period of Disability**

Your work incentive Benefit Payable for each full month of a Benefit Payment Period will be:

- a. For the first 12 months, the lesser of:
  - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from your Own Occupation or any occupation; or
  - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. Thereafter, your Primary Monthly Benefit less Other Income Sources, multiplied by your Income Loss Percentage.

On each March 1, following the date you become Disabled, your Predisability Earnings will be increased by the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of 10%.

If you have been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

- a. the number of completed months of Disability as of March 1;
- b. divided by 12 months.

Consumer Price Index means the U.S. City Average for Urban Consumers, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.

**Other Income Sources (Deductible)**

- a. all disability payments that you and your Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. if you have reached Social Security Normal Retirement Age or older, all retirement payments that you and your Dependents receive or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- c. if you are less than Social Security Normal Retirement Age, all retirement payments that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments that you receive from a permanent or temporary award or settlement under a Worker's Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments that you receive (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments that you receive or are eligible to receive under another group disability insurance policy; and
- g. all payments that you receive under any state disability plan; and
- h. all severance pay that you receive from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for teammates. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account

(IRA), a Tax-Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and

- j. all payments that you receive for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault law will not be counted.

**Other Income Sources (Non Deductible)**

- a. If any severance pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.
- b. Any retirement payments you receive under the Federal Social Security Act or a pension plan which you had been receiving in addition to your Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.
- c. Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.
- d. After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.
- e. Withdrawal of pension plan benefits by you for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless you withdraw pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

### **MONTHLY PAYMENT LIMIT**

In no event will the sum of amounts payable for the following exceed 100% of your Predisability Earnings:

- a. Benefits Payable as described in this booklet;
- b. Rehabilitation Incentive Benefit;
- c. income from Other Income Sources;
- d. Current Earnings from your Own Occupation or any occupation;
- e. sick pay;
- f. salary continuance payments;
- g. personal time off;
- h. payments attributable to individual disability insurance policies.

If you are eligible for a work incentive Benefit Payable, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

In the event your total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits as described in this booklet will be reduced by the amount in excess of 100% of Predisability Earnings.

**BENEFIT PAYMENT PERIOD  
AND  
RECURRING DISABILITY**

**Benefit Payment Period**

**For Teammates Electing Plan 1:**

**Benefits are payable:**

- a. if Disability begins before age 69, until the earlier of the date 24 months after the Benefit Payment Period starts for one continuous Disability or for a Recurring Disability, or the date you attain age 70 (except the Benefit Payment Period will not be less than 12 months); or
- b. if Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.

**For Teammates Electing Plan 2:**

**Benefits are payable:**

- a. if Disability begins before age 62, until the earlier of the date five years after the Benefit Payment Period starts for one continuous Disability or Recurring Disability, or the date you attain age 65 (except that the Benefit Payment Period will not be less than 42 months); or
- b. if Disability begins on or after age 62, until the date of completion of the number of months shown below after the Benefit Payment Period begins:

<u>Your Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12

**For Teammates Electing Plan 3:****Benefits are payable:**

- a. if your Disability begins before you are age 65, until the later of the date 36 months after your Benefit Payment Period begins, or the date you attain Social Security Normal Retirement Age; or
- b. if your Disability begins on or after you are age 65, until the later of the date of Social Security Normal Retirement Age, or the date of completion of the number of months shown below after your Benefit Payment Period begins:

<u>Your Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
65, 66, 67	24
68, 69	18
70, 71	15
72 and over	12

**However, in no event, will benefits continue beyond:**

- a. the date of your death; or
- b. the date your Disability ends, unless aRe curring Disability exists as explained in this booklet; or
- c. the date you fail to provide any required proof of Disability; or
- d. the date you fail to submit to any required medical examination or evaluation; or
- e. the date you fail to report any required Current Earnings information; or
- f. the date you fail to report income from Other Income Sources; or
- g. the date ten days after receipt of notice from Us if you fail to pursue Social Security Benefits or benefits under a Workers' Compensation Act or similar law as described in this booklet; or
- h. if Disability results from alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, the date 24 months after the Benefit Payment Period begins; or
- i. the date you cease to be under the Regular and Appropriate Care of a Physician;

**Recurring Disability**

A Recurring Disability will exist under the Group Policy if:

- a. after you have completed an Elimination Period and during a Benefit Payment Period, you cease to be Disabled; and
- b. you then return to Active Work; and
- c. while insured under the Group Policy but before completing six continuous months of Active Work, you are again Disabled; and
- d. your current Disability and the Disability for which you completed the Elimination Period result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. You will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability.

If you are covered under another group long term disability plan on the date of your recurrent disability and are entitled to benefits under that plan you will not be eligible for further payments from Us.

### **LIMITATIONS**

No benefits will be paid for any Disability that:

- a. results from willful self-injury, while sane or insane; or
- b. results from war or act of war (declared or undeclared); or
- c. results from participation in an assault, felony, or riot; or
- d. is a new Disability that begins after a prior Benefit Payment Period has ended and you have not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended and you have not returned to Active Work (except as provided for a Recurring Disability in this booklet); or
- f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this booklet; or
- g. results from the loss of a professional or occupational license or certification.

#### **Preexisting Conditions Exclusion for Initial Insurance**

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which you:

- a. received medical treatment, consultation, care, or services; or
- b. were prescribed or took prescription medications;

in the three month period before you became insured under the Group Policy.

No benefits will be paid for a Disability that results from a Preexisting Condition unless, on the date you become Disabled, you have been Actively at Work for one full day after completing 12 consecutive months during which you were insured under the Group Policy.

#### **Preexisting Conditions Exclusion for Benefit Increases**

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which you:

- a. received medical treatment, consultation, care, or services; or
- b. were prescribed or took prescription medications;



in the three month period prior to an increase in benefits or change in the Group Policy, including increases in benefits due to a change in Monthly Earnings of 25% or greater.

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
- b. begins within 12 months after the effective date of the increase in benefits or change in the Group Policy provisions.

**TREATMENT OF ALCOHOL, DRUG OR CHEMICAL ABUSE, DEPENDENCY, OR ADDICTION, A MENTAL HEALTH CONDITION, OR SPECIAL CONDITION**

Your period of Disability will be considered due to alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition if:

- a. you are limited by one or more of the stated conditions; and
- b. you do not have other conditions which, in the absence of the above stated conditions, would continue to exist, limit activities and lead Us to conclude that you are Disabled for another condition in and of itself.

When Disability results from alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, the maximum number of Benefits Payable for all such periods of Disability is limited to 24 months. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for all of these conditions, either separate or combined.

However, if at the end of that 24 months, you are confined in a Hospital or other facility qualified to provide necessary care and treatment for alcohol, drug or chemical abuse, dependency, or addiction, a Mental Health Condition or a Special Condition, then the Benefit Payment Period may be extended to include the time during which you remain confined.

Benefits will be payable for the length of the confinement and for up to 60 days following the end of the confinement. If you are Hospital confined again during the 60-day period for at least ten consecutive days, benefits will be payable for the length of the second confinement and for up to 60 days following the end of the second confinement.

## **TERMINATION, CONTINUATION AND REINSTATEMENT**

### **Termination of Insurance**

Your insurance will terminate on the earliest of:

- a. the date the Group Policy is terminated; or
- b. the date the last premium is paid for your insurance; or
- c. the date you cease to be a Member as defined; or
- d. the date you cease to be in a class for which Member Insurance is provided; or
- e. the date you cease Active Work except as provided below.

Termination of insurance for any reason described above will not affect your rights to benefits, if any, for a Disability that begins while your insurance is in force under the Group Policy. You are considered to be continuously Disabled if you are Disabled from one condition and, while still Disabled from that condition, incur another condition that causes Disability.

### **Continuation**

You may qualify to have your insurance continued under one or more of the continuation provisions below. If you qualify for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

#### **Continuation and Reinstatement - Leave of Absence**

If you cease Active Work due to a leave of absence, your insurance can be continued, subject to premium payment, until the earlier of:

- a. the date insurance would otherwise terminate as provided in items a. through e. above; or
- b. the date six months after Active Work ends.

A longer period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

#### **Continuation and Reinstatement - Family and Medical Leave Act (FMLA)**

If you cease Active Work due to an approved leave of absence under FMLA, the Policyholder may choose to continue your insurance, subject to premium payment, until the date 12 weeks after Active Work ends.

**Your terminated insurance may be reinstated in accordance with the provisions of FMLA.**

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## **REHABILITATION SERVICES AND BENEFITS**

### **Rehabilitation Services and Benefits**

While you are Disabled and covered under the Group Policy, you may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. We will work with you, the employer, and your Physician(s), and others as appropriate, to develop an individualized rehabilitation plan intended to assist you in returning to work.

### **Rehabilitation Services**

While you are Disabled under the terms of the Group Policy, you may qualify for Rehabilitation Services. If you, the Policyholder, and The Principal agree in Writing on a rehabilitation plan in advance, We may pay a portion of reasonable expenses. The goal of the plan will be to return you to work.

Any rehabilitation assistance must be approved in advance by The Principal and outlined in a rehabilitation plan. The Benefit Payable as described in the booklet (subject to the terms and conditions of the Group Policy) will continue, unless modified by the rehabilitation plan. Rehabilitation assistance may include, but is not limited to:

- a. coordination of medical services;
- b. vocational and employment assessment;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

We will periodically review the rehabilitation plan and your progress and We will continue to pay for the agreed upon expenses as long as We determine that the rehabilitation plan is providing the necessary action to return you to work.

### **Predisability Intervention Services**

Rehabilitation Services may be offered if you have not yet become Disabled under the terms of the Group Policy, provided you have a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of your Own Occupation.

#### **Rehabilitation Incentive Benefit**

During a Benefit Payment Period, if you are participating in and fulfilling the requirements of the rehabilitation plan, but are not yet working, you will be eligible for a 5% increase in the Primary Monthly Benefit percentage as a Rehabilitation Incentive Benefit. Payment of the Rehabilitation Incentive Benefit will begin with the Benefit Payable amount that next follows implementation of the rehabilitation plan. The Rehabilitation Incentive Benefit is not subject to the Maximum Monthly Benefit.

The Rehabilitation Incentive Benefit will terminate on the earliest of:

- a. the date the time frame established in the rehabilitation plan has elapsed; or
- b. the date you fail to meet the goals and objectives established in the rehabilitation plan; or
- c. the date you have received a total of 12 months of Rehabilitation Incentive Benefits; or
- d. the date benefits would otherwise terminate as described in this booklet.

#### **Reasonable Accommodation Benefit**

##### **a. Eligibility**

You or an employer may be eligible for a Reasonable Accommodation Benefit provided you would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by The Principal in Writing prior to implementation.

##### **b. Benefit**

We will reimburse you or an employer for expenses incurred to modify the workplace to allow you to return to work, up to the actual expense, not to exceed \$2,000 per Benefit Payment Period. Expenses may include the cost of tools, equipment, furniture, or any other changes to the work-site or environment that We agree will allow you to return to work. Any payment made for Reasonable Accommodation would be the difference between the cost and the amount paid or payable by third parties (including any amount paid under a policy of medical coverage).

#### **Reasonable Accommodation**

Changes in your work environment or in the way a job is performed which allows you to perform the essential functions of that job.

## **SUVIVOR BENEFIT AND ACCELERATED SUVIVOR BENEFIT**

### **Survivor Benefit**

In the event a Benefit Payment Period ends because of your death, a Survivor Benefit will be payable. This Survivor Benefit will be six times your Primary Monthly Benefit.

We will pay the Survivor Benefit to your spouse, child, parent, or estate as described in the CLAIM PROCEDURES Section.

### **Accelerated Survivor Benefit**

#### **Definition of Terminally Ill**

You will be considered Terminally Ill under the Group Policy if you are expected to die within 12 months of the date you request payment of the Accelerated Survivor Benefit.

#### **Eligibility**

We will pay you an Accelerated Survivor Benefit if you request such payment and meet the following requirements. You must:

- a. satisfy the Benefit Qualifications listed in this booklet; and
- b. provide proof that you are Terminally Ill by submitting to Us:
  - (1) a statement from your Physician; and
  - (2) any other medical information that We believe necessary to confirm your status; and
- c. be living on the date of payment of the Accelerated Survivor Benefit.

#### **Benefit**

If you qualify, We will pay an Accelerated Survivor Benefit. This benefit will be equal to six times your Primary Monthly Benefit and will be paid to you in a single lump sum. This benefit is paid in addition to your regular Benefit Payable.

#### **Effect on Survivor Benefit**

If an Accelerated Survivor Benefit is paid, no Survivor Benefit will be payable.

## **CLAIM PROCEDURES**

### **Notice of Claim**

Notice of claim must be given to Us within three months after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

### **Claim Forms**

Claim forms and other information needed to provide proof of Disability must be filed with Us in order to obtain payment of benefits. The Policyholder will provide appropriate claim forms to assist you in filing claims. If the forms are not provided within 15 days after We receive notice of claim, you will be considered to have complied with the requirements of the Group Policy regarding proof of Disability upon submitting, within the time specified below for filing Written proof of Disability, Written proof covering the occurrence, character and extent of the loss.

### **Proof of Disability**

Claim forms and other information needed to prove Disability should be filed promptly. Written proof that Disability exists and has been continuous must be sent to Us within six months after the date you complete an Elimination Period. Proof required includes the date, nature, and extent of the loss. Further proof that Disability has not ended must be sent when requested by Us. We may request additional information to substantiate your loss or require a Signed unaltered authorization to obtain that information from the provider. We reserve the right to determine when these conditions are met. Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

### **Proof of Disability while outside the United States**

If during a period of Disability, you are residing or staying outside the United States, the following will apply:

- a. Any evidence you submit for your claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.
- b. You may be required to return to the United States at a frequency We deem necessary to substantiate your claim for Disability. All expenses incurred by you for returning to the United States will be your responsibility.



- c. You must notify Us in advance of any return to the United States and your change of address.

Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

#### **Payment, Denial, and Review**

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, We will send a Written explanation prior to the expiration of the 45 days. A claimant is then allowed up to 45 days to provide all additional information requested. We are permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to you regarding the extension.

State law requires that all benefits payable under the Group Policy must be payable not more than 60 days after receipt of proof of loss.

In actual practice, benefits under the Group Policy will be payable sooner, providing We receive complete and proper proof of Disability. Further, if a claim is not payable or cannot be processed, We will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to Us within 180 days of the receipt of notice of the denial. We will make a full and fair review of the claim. We may require additional information to make the review. We will notify you in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because We did not receive the requested additional information, We are permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member.

#### **Report of Payments from Other Income Sources**

When asked, you must give Us:

- a. a report of all payments from Other Income Sources; and
- b. proof of application for all such income for which you and your Dependents are eligible; and
- c. proof that any application for such income has been rejected.

#### **Lump Sum Payments from Other Income Sources**

If any income from Other Income Sources are payable in a lump sum (except as described below), the lump sum will be deemed to be paid in monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over your expected life span. We will determine the expected life span.

#### **Lump Sum Payments under:**

- a. a retirement plan will be deemed to be paid in the monthly amount which:
  - (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
  - (2) is prorated under a standard annuity table over your expected life span (if the plan does not have a standard annuity option);
- b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly:
  - (1) at the rate stated in the award or settlement; or
  - (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
  - (3) at the maximum rate set by law (if no rate is stated and you did not receive a periodic award).

#### **Social Security Estimates**

Until exact amounts are known, We may estimate the Social Security benefits for which you and your Dependents are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to disability benefits under the Federal Social Security Act, We will require that you:

- a. apply for disability benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period; and
- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

#### **Workers' Compensation Estimates**

Until exact amounts are known, We may estimate the Workers' Compensation benefits for which you are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to benefits under a Workers' Compensation Act or a similar law, We will require that you:

- a. apply for benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period.

#### **Payments for Less Than a Full Month**

The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

#### **Right to Recover Overpayments**

If an overpayment of benefits occurs under the Group Policy, We will have the option to:

- a. reduce or withhold any future benefits We determine to be due, including the Minimum Monthly Benefit; or
- b. recover the overpayment directly from you; or
- c. take any other legal action.

#### **Facility of Payment**

Benefits under the Group Policy will be payable at the end of each month of a Benefit Payment Period, provided complete and proper proof of Disability has been received by Us.

We reserve the right to offer a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period if agreed upon by you and The Principal.

Any unpaid balance that remains after a Benefit Payment Period ceases will be immediately payable.

We will normally pay benefits directly to you. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge Us to the full extent of those payments.

- a. If payment amounts remain due upon your death, those amounts may, at Our option, be paid to your spouse, child, parent, or estate.
- b. If We believe a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, We may pay whoever has assumed the care and support of the person. Any payment due a minor will be at the rate of not more than \$200 a month.

#### **Medical Examinations and Evaluations**

We may require you to be examined by a Physician or undergo an evaluation, at reasonable intervals, during the course of a claim. We will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of your benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of your benefits. If you fail to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be your responsibility.

#### **Legal Action**

Legal action to recover benefits under the Group Policy may not be started earlier than 90 days after proof of Disability is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

#### **Time Limits**

Any time limits listed in this section will be adjusted as required by law.

## **STATEMENT OF RIGHTS**

**Federal law requires that this section be included in your booklet:**

**As a participant in this plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).**

**ERISA provides that all plan participants shall be entitled to:**

### **Receive Information About Your Plan and Benefits**

- **Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.**
- **Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.**
- **Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.**

### **Continue Group Health Plan Coverage**

- **Continue health care coverage for yourself, spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan or the rules governing your COBRA continuation coverage rights.**
- **Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage. See the Limitations Section, if applicable, for further information concerning preexisting condition exclusions.**

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the teammate benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**SUPPLEMENT TO YOUR BOOKLET-CERTIFICATE**

The Employee Retirement Income Security Act (ERISA) requires that certain information be furnished to each participant in a teammate benefit plan. Policyholders may use this booklet-certificate in part in meeting Summary Plan Description requirements under ERISA.

**1. Employer Plan Identification Number:**

EIN: 74-1478631  
PN: 502

**2. Type of Administration:**

Long Term Disability Insurance Contract

**3. Plan Administrator:**

McLane Company, Inc.  
4747 McLane Parkway  
Temple TX 76503  
254-771-7500

**4. Plan Sponsor:**

McLane Company, Inc.  
4747 McLane Parkway  
Temple TX 76503

**5. Agent for Legal Services:**

McLane Company, Inc.  
4747 McLane Parkway  
Temple TX 76503  
254-771-7500

Legal process may also be served upon the plan administrator.

**6. Type of Participants Covered Under the Plan:**

All active full-time teammates of McLane Company, Inc. and provided that, for each teammate, he or she also meets the definition of a Member as defined in the DEFINITIONS Section of this booklet.

**7. Sources and Methods of Contributions to the Plan:**

The Teammate pays 100% of this coverage.

**8. Ending Date of Plan's Fiscal Year:**

December 31

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## **DEFINITIONS**

Several words and phrases used to describe your insurance are capitalized whenever they are used in this booklet. These words and phrases have special meanings as explained in this section.

### **Active Work; Actively at Work**

You are considered Actively at Work if you are able and available for active performance of all of your regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Actively at Work provided you are able and available for active performance of all of your regular duties and were working the day immediately prior to the date of your absence.

### **Benefit Payment Period**

The period of time during which benefits are payable.

### **Current Earnings**

Your Monthly Earnings for each month that you are Disabled. While Disabled, your Monthly Earnings may result from working for the Policyholder or any other employer.

### **Dependent**

Any person who qualifies for benefits as a dependent under the Federal Social Security Act as a result of your Disability or retirement, whether or not residing in your home.

### **Disability; Disabled**

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation on a Modified Basis or any occupation and are unable to earn more than 80% of your Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than 60 % of your Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

#### **Employment Classification**

This is the classification under which the Policyholder will determine the policy you will be insured through.

#### **Elimination Period**

The period of time you must be Disabled before benefits begin to accrue. An Elimination Period starts on the date you are Disabled and must be satisfied for each period of Disability. The Elimination Period is 180 days. If you are in the process of satisfying the Elimination Period, you may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require you to start a new Elimination Period as long as the Elimination Period is satisfied within 360 days from the date of disability. The periods of Disability will be combined to satisfy the Elimination Period.

#### **Gainful Occupation**

Employment in which the Member could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.

#### **Generally Accepted**

Treatment, service, or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and
- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

### **Group Policy**

The policy of group insurance issued to the Policyholder by Us which describes benefits and provisions for insured Members.

### **Hospital**

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

### **Income Loss Percentage**

Your Income Loss Percentage is equal to:

- a. your Indexed Predisability Earnings less any Current Earnings from your Own Occupation or any occupation; divided by
- b. your Indexed Predisability Earnings.

### **Indexed Predisability Earnings**

Your Predisability Earnings adjusted for increases in the Consumer Price Index.

### **Maximum Monthly Benefit**

\$5,000

### **Member**

Any hourly/driver teammate who is a full-time employee of the Policyholder and who regularly works at least 30 hours a week. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the teammate must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal, temporary, contracted, or part-time basis.

### **Mental Health Condition**

Any condition which is:

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- a. manifested by a psychiatric disturbance including, but not limited to, biologically or chemically based disorder; and
- b. categorized in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders.

Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

#### **Modified Basis**

You will be considered working on a Modified Basis if you are working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

#### **Monthly Earnings (Applicable to Drivers)**

Monthly Earnings means your gross monthly income averaged over the lesser of:

- a. the prior year's 52 weeks or rolling 12 weeks as determined by the Policyholder's payroll policy;
- b. the number of weeks that you have been a driver, if you have been a driver for less than 12 or 52 weeks.

#### **Monthly Earnings (Applicable to All Other Members)**

On any date, your basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder. Basic wage does not include commissions, bonuses, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

#### **Other Income Sources (Deductible)**

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- a. all disability payments that you and your Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. if you have reached Social Security Normal Retirement Age or older, all retirement payments that you and your Dependents receive or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- c. if you are less than Social Security Normal Retirement Age, all retirement payments that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments that you receive from a permanent or temporary award or settlement under a Worker's Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments that you receive (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments that you receive or are eligible to receive under another group disability insurance policy; and
- g. all payments that you receive under any state disability plan; and
- h. all severance pay that you receive from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for teammates. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax-Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and
- j. all payments that you receive for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault law will not be counted.

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**Other Income Sources (Non Deductible)**

- a. If any severance pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.
- b. Any retirement payments you receive under the Federal Social Security Act or a pension plan which you had been receiving in addition to your Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.
- c. Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.
- d. After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.
- e. Withdrawal of pension plan benefits by you for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless you withdraw pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

**Own Occupation**

The occupation you are routinely performing for the Policyholder when your Disability begins as performed in the national economy.

**Own Occupation Period**

The first year of the Benefit Payment Period.

**Physician**

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under the Group Policy.

The term Physician does not include you, one of your teammates, your business or professional partner or associate, any person who has a financial affiliation or business interest with you, anyone related to you by blood or marriage, or anyone living in your household.

**Policyholder**

McLane Company, Inc. and shall include any affiliate or subsidiary of the Policyholder participating under the Group Policy.

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**Predisability Earnings**

Your Monthly Earnings in effect prior to the date Disability begins.

**Primary Monthly Benefit**

60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

**Proof of Good Health**

Written evidence that a person is insurable under Our underwriting standards. This proof must be provided in a form satisfactory to The Principal.

**Reasonable Accommodation**

Changes in your work environment or in the way a job is performed which allows you to perform the essential functions of that job.

**Regular and Appropriate Care**

You will be considered to be receiving Regular and Appropriate Care if you:

- a. are evaluated in person by a Physician; and
- b. receive treatment appropriate for the condition causing the Disability; and
- c. undergo evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability; and
- d. undergo evaluations and treatment at a frequency intended to return you to full-time work; and
- e. pursue reasonable treatment options or recommendations to achieve maximum medical improvement.

We may require you to have your Physician provide Us with a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to Us.

We may waive in Writing to you, the Regular and Appropriate Care requirement if it is determined by Us that continued care would be of no benefit to you.

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**Signed or Signature**

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by Us.

**Social Security Normal Retirement Age (SSNRA)**

Social Security Normal Retirement Age as defined by the Social Security Administration on the date Disabled.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

**Special Condition**

Special Condition means:

- a. thoracic outlet syndrome; and
- b. headaches (including, but not limited to functional, migraine, organic, sinus, and tension); and
- c. chronic fatigue syndrome; and
- d. fibromyalgia; and
- e. temporomandibular joint (TMJ); and
- f. cumulative trauma disorder, overuse syndrome, or repetitive stress disorder, including carpal tunnel syndrome and ulnar tunnel syndrome; and
- g. environmental allergies and Multiple Chemical Sensitivity (MCS).

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**Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

**We, Us, and Our**

Principal Life Insurance Company, Des Moines, Iowa.

**Written or Writing**

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

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**Principal Life Insurance Company**  
Des Moines, Iowa 50392-0002